

**STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawai'i 96813**

September 9, 2011

**Chairperson and Members  
Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i**

**Land Board Members:**

**SUBJECT: REQUEST APPROVAL TO INITIATE A COMPETITIVE SEALED PROPOSAL PROCESS AND AUTHORIZE THE CHAIRPERSON TO ISSUE A REQUEST FOR PROPOSALS AND AWARD AND EXECUTE A MULTI-YEAR CONTRACT FOR THE PLANNING AND IMPLEMENTATION OF WILDLIFE CONSERVATION PROJECTS IN HAWAI'I**

**AND**

**REQUESTS TO AUTHORIZE THE CHAIRPERSON TO DETERMINE AND APPROVE CHAPTER 343, HAWAII REVISED STATUTES (HRS) ENVIRONMENTAL COMPLIANCE REQUIREMENTS, INCLUDING APPROVAL OF DECLARATIONS OF EXEMPTIONS, AS APPLICABLE, FOR THE SERVICES TO BE PROCURED UNDER THE CONTRACT ESTABLISHED PURSUANT TO THIS RFP.**

**This Board Submittal requests approval to issue a Request for Proposals (RFP) under the competitive sealed proposal process pursuant to Chapter 3-122, Subchapter 6, Hawaii Administrative Rules (HAR), and authorize the Chairperson to issue the RFP and award and execute a multi-year contract for the planning and implementation of wildlife conservation projects in Hawai'i.**

**BACKGROUND**

**Native ecosystems of the Hawaiian Islands are among the world's finest examples of adaptive radiation. Millions of years of isolation from continental landmasses have resulted in radiations of native forest birds, plants, and insects from relatively few colonizing events. Notable examples are the Hawaiian honeycreepers (Drepanidinae), lobeliads (Lobeliaceae), and pomace flies (Drosophilidae), each of which is represented by dozens to hundreds of species that evolved from a single common ancestor that**

colonized the island by chance millions of years ago. These species are integral elements of the natural and cultural heritage of the Hawaiian Islands and their people.

The isolation of the Hawaiian Islands has contributed both to the endemism of Hawaiian birds and to their potential for endangerment. The main islands are 4,000 kilometers (2,500 miles) from the nearest continent. Colonization by natural processes therefore has been rare, and the few successful species are isolated from the continental source population. As a result of novel selection pressures and genetic drift, nearly all Hawaiian forest birds are endemic at the species, genus, or subfamily level.

The high level of endemism resulting from isolation means that the various sources of natural selection that have shaped the morphology, behavior, and life history of these birds vary locally: the species have evolved both in relation to each other and to the resources available in Hawaiian forests. Many Hawaiian forest birds have unique and often spectacular morphological and behavioral specializations for obtaining food that have been shaped by interspecific competition and resource partitioning. Moreover, the specialized nature of many species makes them vulnerable to habitat alteration, resulting in lower population density in degraded forests and limiting their ability to adapt to novel resources available in introduced forests.

Evolution in isolation also resulted in increased susceptibility to introduced organisms. Prior to the arrival of humans, no mammalian predators existed in Hawaii, and alien mammals such as rats (*Rattus* spp.), cats (*Felis catus*), and the small Indian mongoose (*Herpestes auropunctatus*) have severely impacted native forest birds. No social insects are native to Hawaii, but introduced western yellow jacket wasps (*Vespula* spp.) may compete for food with insectivorous birds. Introduced diseases and disease vectors pose an even more serious threat to Hawaiian forest birds because Hawaiian birds evolved in isolation from many common avian pathogens and most species have no natural defenses or immunity to these organisms. The introduction of mosquitoes, avian malaria (*Plasmodium relictum*) and avian pox virus (*Poxvirus avium*) to the islands has devastated native forest birds. The rapid disappearance of native birds from low elevations, even in intact native forest, can be attributed to these mosquito-transmitted diseases. Most remaining populations of endangered birds are found above the “mosquito zone” at higher elevations, where the cooler temperatures limit development of both the mosquito vector and the avian malarial parasite during its development in the mosquito. Climate change could enable the transmission of pox and malaria at higher elevations, further threatening remaining populations of endangered birds.

As a result of human activities, hundreds of species have been lost and hundreds more face extinction. Despite its tiny land mass, more than a third of the federally listed species under the Endangered Species Act are found in Hawaii, including hundreds of plants, and many of the world’s rarest species of birds, such as the Alala, which now survives only in captivity. No other state has lost as many birds to extinction. These losses are the direct result of the collision of introduced competitors, predators, vectors of infectious disease, and pathogens and a naïve, island flora and fauna. Some introduced plants have the potential to permanently alter habitats supporting endangered birds.

Perhaps the greatest threat to Hawaiian species is the loss and degradation of habitat that has been the hallmark of human colonization of the islands.

Development and implementation of programs to protect and recover native species presents agencies, organizations, and landowners with a monumental challenge. Despite the shortfall of funds available for the task, recent years have seen unprecedented success in slowing the loss of species, recovering essential habitat, and developing short and long term plans to reverse the trend. The gains that are being made are the result of strong partnerships among agencies, NGOs and landowners, increased public awareness and participation, and increases in the level of funding available for recovery. This integrated approach to conservation in Hawaii emphasizes the formation of partnerships to protect and restore habitats, basic research to understand the biology of particular species, mitigation and control of threats and limiting factors, education and outreach, and captive propagation and reintroduction programs where they are needed to recover the rarest species.

The goal of the projects included in this RFP is to implement management and recovery plans for wildlife, mostly, native birds, on Kauai, Oahu, Maui Nui, and Hawaii Island in accordance with the state wildlife action and other site specific and species-specific management plans, including the Revised Recovery Plan for Hawaiian Forest Birds (2006), the Draft Revised Recovery Plan for Hawaiian Waterbirds (2005), the Revised Recovery Plan for Alala (2009), the Draft Revised Recovery Plan for Nene (2004), the Puu Waawaa Mangement Plan (2003), the Draft Habitat Conservation Plan for the Puu Waawaa and Puu Anahulu Game Management Areas (in prep), and the Mauna Kea Forest Reserve Ungulate Management Plan (in prep).

The draft RFP is provided here as attachment 1.

## DISCUSSION

The conservation measures included in this program are prescribed by recovery planning documents, agency planning efforts, and grants specific to the projects. Pursuant to that, the Division has identified specific details on project objectives and minimum requirements for staffing. Based on a careful review of the requirements under chapter 103D, Hawaii Revised Statutes (HRS), DOFAW determined that a competitive sealed bidding process is neither practicable nor advantageous to the State. DOFAW recommends that a competitive sealed proposal process be used for source selection. Such an approach will be the most advantageous procurement process for the solicitation because the primary consideration for the determination of awards for this RFP is the level of experience demonstrated in the implementation of large complex programs involving many projects with large budgets and numerous personnel.

The successful bidder must demonstrate past experience and the ability to perform services for the administration and implementation of projects within the State Wildlife Action Plan for the management of natural resources. Qualifications will be evaluated through a ranking process that evaluates the years of relevant experience, the number of

qualified projects managed, the size of the operating budgets managed, size and complexity of the personnel and operating budgets managed, level of success in achieving project goals and objectives, and cost.

Pursuant to §3-122-45, Hawaii Administrative Rules (HAR), the Division will use an evaluation committee to ensure objective review, evaluation, and ranking of proposals and allow for the selection of the most qualified vendor.

The selected provider shall implement projects for the conservation of Hawaiian wildlife as described in the attached draft RFP. Projects, or portions thereof, shall be requisitioned through the issuance of notices to proceed on an incremental basis as funding allows. The Division will accompany the notices to proceed with project-specific purchase orders in order to ensure close budget tracking. Projects and project costs may be amended by mutual agreement that does not change the total contract cost. Pursuant to 3-122-143, HAR, the services requested will be procured as an indefinite quantity contract with a fixed price based on the services ordered. An indefinite quantity contract is a type of fixed-price contract for an indefinite amount of goods or services to be furnished as ordered. A five-year multi-year contract is being requested because of the infrastructure (e.g., project implementation, administration, performance time) that the vendor will have to invest and the time required to implement these projects, and a provision for a five-year extension will be included.

To expedite a contract for this procurement, DOFAW requests that the Board delegate authority to the Chairperson to appoint an evaluation committee for the RFP and award and execute the contract for goods and services based on the recommendations of the evaluation committee, and other terms and conditions as may be prescribed by the chairperson to best serve the interest of the State. Additionally, should any of the committee members above be unable to participate, DOFAW request that the Board delegate authority to the Chairperson to appoint alternates or recommend that the committee be reduced by one member should the need arise.

### SCOPE AND FUNDING

The projects to be implemented under this proposed contract will be funded by several competitive and non-competitive federal grants and state funds that generally vary in amounts among years. Therefore, the exact amount of funds available in a given year is not known, and for that reason, the contract will be set up based on incremental purchase, contingent on availability of funds. Presently, the Division anticipates that up to 16 projects may be funded, with the total amount of funds being approximately \$2-4M annually. Table 1 below provides a list of potential projects to be funded, the grants that will be used to support each project, and the estimated project cost. Table 2 provides a list of grants and their respective amounts available in fiscal year 12 to support this contract.

Table 1. List of potential projects, supporting grants, and approximate project costs

| Project   | Grant Name                      | Grant number | Appr. Cost   |
|---|---------------------------------|--------------|--------------|
| Planning, coordination, and logistics                           | State Wildlife Grant            | T-2          | \$ 200,000   |
| HCP/SHA coordination  | NA*                             | NA*          | \$ 250,000   |
| Alala recovery outreach   | FWS Direct Grant                | 12200-3-G037 | \$ 160,000   |
| Waterbird recovery  | State Wildlife Grant            | T-2          | \$ 100,000   |
| Kauai forest bird recovery                                      | State Wildlife Grants/Section 6 | T-2/E-2      | \$ 280,000   |
| Kauai seabird recovery  | State Wildlife Grant*           | T-2          | \$ 500,000   |
| Lanai seabird recovery  | State Wildlife Grant*           | T-2          | \$ 500,000   |
| Maui forest bird recovery                                       | Section 6                       | E-2          | \$ 280,000   |
| Maui wildlife management  | Pittman-Robertson               | W-22-G       | \$ 75,000    |
| Access and acquisitions   | Pittman-Robertson/VPA           | W-22-G       | \$ 230,000   |
| Mauna Kea forest restoration                                    | Section 6                       | E-3          | \$ 300,000   |
| Kauai HCP   | Section 6 HCP Planning          | E-14-HP      | \$ 250,000   |
| Nene recovery project   | Section 6                       | E-2          | \$ 100,000   |
| Puu waawaa forest bird sanctuary                                | Section 6                       | E-2          | \$ 75,000    |
| West Hawaii wildlife management                                 | Pittman-Robertson               | W-22-G       | \$ 250,000   |
| North Kona game mammal HCP                                      | Section 6 HCP Planning          | E-5-HP       | \$ 350,000   |
| *Funded in whole or part by applicant fees pursuant to HRS 195D |                                 |              | \$ 3,900,000 |

Table 2. Grants and funding amounts available to support this requested contract

| Grant Name           | Grant number | Grant Amount |
|----------------------|--------------|--------------|
| State Wildlife Grant | T-2          | \$ 403,566   |
| Section 6            | E-2          | \$ 1,342,825 |
| Pittman-Robertson    | W-22-G       | \$ 1,859,075 |
| Maui HCP Planning    | E-HP         | \$ 900,000   |
| Kauai Seabird HCP    | E-14-HP      | \$ 789,892   |
| North Kona Game HCP  | E-5-HP       | \$ 183,000   |
| FWS Alala Outreach   | 12200-3-G037 | \$ 80,000    |
| USDA VPA             | Pending      | \$ 180,000   |
| HCP Applicant fees   | NA           | \$ 500,000   |
|                      |              | \$ 6,238,358 |

A descriptive summary of each of the projects is provided below.

- 1) Planning, coordination, and logistics. Maintains the essential functions to ensure grant compliance, including development and submittal of grant proposals, accounting and management of expenditures, compilation and submittal of reports, and project logistics and assistance.
- 2) HCP/SHA Coordination. Provides assistance to landowners seeking approval of Habitat Conservation Plans and Safe Harbor Agreements. Works with the landowners to review and comment on draft documents and provides guidance and assistance with the process to obtain ESRC and Board approval.
- 3) Alala Recovery Outreach. Development and implementation of an outreach plan for the long term project to reintroduce and recover the endangered Alala. Meets with community leaders, holds public meetings, provides information at public

forums, and implements media campaign to secure public support and participation in the program.

- 4) **Waterbird Recovery.** Coordinates statewide efforts for the recovery of endangered Hawaiian waterbirds, including statewide surveys, data analysis, planning, and assistance to districts and partners in the development and implementation of projects for recovery, such as predator control and habitat management.
- 5) **Kauai Forest Bird Recovery.** Implements recovery plans for endangered Kauai forest birds, including reintroduction of captive bred Puaiohi, surveys and monitoring, demographic research, predator control, and habitat management.
- 6) **Kauai Seabird Recovery.** Implements conservation measures for the recovery of three endangered seabird species on Kauai. Project includes auditory and radar surveys to track long term population trends, monitoring to locate breeding colonies, predator control, demographic research, and habitat management.
- 7) **Maui Nui Seabird Project.** Management of the endangered Hawaiian petrel on Lanai through control of invasive species, predator control, and demographic monitoring. Conducts seabird surveys elsewhere on Maui Nui to document long term population trends and demography.
- 8) **Maui Forest Bird Recovery.** Implements recovery plans for endangered Maui forest birds, including development of captive propagation techniques for Maui Partotbill, surveys and monitoring, demographic research, predator control, and habitat management. Also assists with the leeward Haleakala forest restoration project.
- 9) **Maui Wildlife Management.** Assists Maui's watershed partnerships by facilitating public participation in the control of ungulates and ungulate removal. Work includes support for public access to remote watersheds where ungulate control is ongoing.
- 10) **Access and Acquisitions.** Implements statewide project for acquisition of lands for conservation and development of access to public lands for recreational purposes. Includes development of a strategic plan to prioritize acquisitions and access, securing and managing grant funds for acquisitions, development of landowner agreements, and processing land documents.
- 11) **Mauna Kea Forest Restoration.** Implements recovery plans for the endangered Palila. Includes assistance to complete the Mauna Kea Forest Reserve perimeter fence, removal of ungulates, predator control, weed control, outplanting, fire suppression, and fence maintenance.
- 12) **Kauai HCP.** Provides assistance to landowners to develop an island-wide Habitat Conservation Plan for endangered Kauai seabirds being impacted by light attraction

- and powerline collision problems. Plan is expected to include >16 landowners that combine efforts to implement \$2-3M annually in seabird management efforts.
- 13) Nene Recovery Project. Statewide project to continue successful recovery efforts for nene, including translocation to increase distribution, predator control, and use of tracking devices to document habitat needs to increase understanding of demographic trends and source-sink dynamics.
  - 14) Puu Waawaa Forest Bird Sanctuary. Continues long term management of the sanctuary, including fence maintenance, ungulate removal, invasive species management, outplanting, and predator control.
  - 15) West Hawaii Wildlife Management. Implements wide range of wildlife management projects including seabird predator control, outplanting, game management and control, invasive species management, surveys, and monitoring.
  - 16) North Kona Game Mammal HCP. Development and implementation of a Habitat Conservation Plan for the protection of endangered plants in the Puu Waawaa and Puu Anahulu areas. The project identifies management actions for 12 endangered plant species and implements the Puu waawaa Management Plan through fencing, outplanting, and management of numerous conservation units.

#### HRS CHAPTER 343

The Division requests that the Board authorize the Chairperson to determine and approve Chapter 343, Hawaii Revised Statutes (HRS) environmental compliance requirements, including approval of declarations of exemptions, as applicable, for the services to be procured under the contract established pursuant to this.

Services will be procured incrementally through the issuance of project-level purchase orders. Prior to the issuance of a purchase order, the Chairperson will make a determination as to whether the activities require preparation of an Environmental Assessment, or, as provided by CH 343, HRS, and chapter 11-200 HAR, will have minimal or no significant effect on the environment and are therefore exempt from the preparation of an Environmental Assessment in accordance with the "Exemption List for the Division of Forestry and Wildlife of the Department of Land and Natural Resources, reviewed and concurred upon by the Environmental Council on June 12, 2008".

For projects that are eligible for a declaration of exemption, the Division consults with agencies and individuals having expertise before seeking a project exemption as required under Chapter 11-200, HAR. For projects that require the preparation of an environmental assessment, the Division will develop and submit an environmental assessment for the project to the Office of Environmental Quality Control.

#### RECOMMENDATIONS:

That the Board:


- 1) Approve the use of:
  - a) A competitive sealed proposal process for a solicitation for the selection of a vendor to implement management and recovery plans for Hawaiian wildlife.
  - b) An evaluation committee comprised of the individuals appointed by the Chairperson to evaluate and select the competitive sealed proposal that is most advantageous to the state.
- 2) Delegate authority to the Chairperson to:
  - a. Appoint evaluation committee and any alternates, or recommend that the committee be reduced by one member should the need arise.
  - b. Issue the RPF
  - c. Award and execute a contract for goods and services, subject to the availability of funds, and review and approval by the Department of the Attorney General.
- 3) The Division requests that the Board authorize the Chairperson to determine and approve Chapter 343, Hawaii Revised Statutes (HRS) environmental compliance requirements, including approval of declarations of exemptions, as applicable, for the services to be procured under the contract established pursuant to this.

Respectfully submitted,



PAUL J. CONRY,  
Administrator

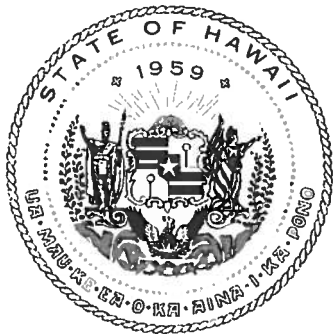
APPROVED FOR SUBMITTAL:



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William J. Aila, Jr. Chairperson  
Board of Land and Natural Resources





# Department of Land and Natural Resources

LEGAL AD DATE: [Insert PNS posting date]

## DRAFT REQUEST FOR PROPOSALS No. RFP-01-2012-HSWAP

### SEALED OFFERS FOR IMPLEMENTATION OF THE HAWAII STATE WILDLIFE ACTION PLAN

#### STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF FORESTRY AND WILDLIFE

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

[ DATE RFP OFFERS DUE ]

IN THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, KALANIMOKU  
BUILDING, 1151 PUNCHBOWLS STREET, ROOM 325 HONOLULU, HAWAII 96813. DIRECT  
QUESTIONS RELATING TO THIS SOLICITATION TO SCOTT FRETZ, TELEPHONE (808)  
808-587-4187, FACSIMILE (808) 587-0160 OR E-MAIL AT [SCOTT.FRETZ@hawaii.gov](mailto:SCOTT.FRETZ@hawaii.gov).

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William J. Aila Jr.  
Procurement Officer, Department of Land  
And Natural Resources

RFP-03-2011-HSWAP

**PLEASE PUT RFP NUMBER (RFP-01-2012-HSWAP) ON THE OUTSIDE OF THE SEALED BID ENVELOPE**

**RFP Registration and Inquires**

If you intend to respond to this request for proposals, please contact Scott Fretz at the above phone number or address to register your organization otherwise you will not receive notification of any changes or addendums. Provide a contract name, address, phone number, and e-mail address.

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| • Exhibit B: [ TITLE OF EXHIBIT, if any ]                                   |             |
| • Exhibit C: [ TITLE OF EXHIBIT, if any ]                                   |             |

**SECTION ONE**  
**INTRODUCTION AND KEY DATES**

**1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

|                     |   |
|---------------------|---|
| CPO                 | = Chief Procurement Officer   |
| Procurement Officer | = The contracting officer for the State of Hawaii, Department of Land and Natural Resources.  |
| DOFAW               | = The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street Room 325, Honolulu HI 96813 |
| State               | = State of Hawaii, including each departments and political subdivisions  |
| DAGS                | = Department of Accounting and General Services   |
| BAFO                | = Best and Final Offer  |
| HAR                 | = Hawaii Administrative Rules   |
| HRS                 | = Hawaii Revised Statutes   |
| RFP                 | = Request for Proposals   |
| GC                  | = General Conditions, issued by the Department of the Attorney General  |
| GET                 | = General Excise Tax  |
| Offeror             | = Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.                                |

## **1.02 INTRODUCTION**

The Hawaii Department of Land and Natural Resources Division of Forestry and Wildlife desires demonstrated experience in the successful implementation and management of projects or programs for the protection of natural resources, including management and administration of large and complex budgets and personnel and operating resources.

## **1.03 CANCELLATION**

This RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

## **1.04 RFP SCHEDULE AND SIGNIFICANT DATES**

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

|  |          |
|--|----------|
| Advertising of Request for Proposals     | [ DATE ] |
| Deadline to Submit Written Questions     | [ DATE ] |
| State's Response to Written Questions    | [ DATE ] |
| Proposals Due and Opened                 | [ DATE ] |
| Proposal Evaluations                     | [ DATE ] |
| Discussion with Priority Listed Offerors | [ DATE ] |
| Best and Final Offer                     | [ DATE ] |
| Estimated Contract Award                 | [ DATE ] |
| Contract Start Date                      | [ DATE ] |

## **SECTION TWO**

### **BACKGROUND AND SCOPE OF WORK**

#### **2.01 PROJECT OVERVIEW AND HISTORY**

The Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife, Wildlife Program is the primary state agency responsible for the management of game and non-game wildlife resources in Hawaii. The Division annually secures numerous grants through federal and other programs to implement the state wildlife action plan. Implementation of the proposal awarded through this RFP must be in compliance with the terms of those grants. The terms and conditions identified in this RFP and any contract awarded through this request provide the conditions and requirements to ensure compliance.

#### **2.02 SCOPE OF WORK**

Services requested through this RFP are for the management of up to 16 projects for the implementation of the state wildlife action plan. Qualified proposals submitted for this RFP will identify projects and budgets in accordance with the 16 project descriptions below. The services requested are to manage and implement some or all of those projects, including personnel and operating resources.

##### **Indefinite quantity contract**

Pursuant to §3-122-142, Hawaii Administrative Rules, the services requested will be procured as an indefinite quantity contract with a fixed price based on the proposal awarded. An indefinite quantity contract is a type of fixed-price contract for an indefinite amount of goods or services to be furnished as ordered. Incremental purchase is necessary for the services requested in this RFP because much of the funding to support the work comes from competitive or other grants for which the exact amounts available in a given year may not be known. Services shall be procured incrementally, by project, based on availability of funds. Incremental procurement shall be made through the issuance of a notice to proceed. The state will accompany the notice to proceed with a state purchase order (PO) specific to the project. The PO facilitates the state's grant accounting and management requirements. Separate POs will be issued for each project.

##### **Amendment**

Projects, objectives, costs, and resources may be amended by mutual agreement that does not change the total contract cost. Amendments may be desirable at times when the grants awarded to the state for the project are more or less than anticipated.

## Minimum staffing and qualifications

The project-level resource tables provided below for each project represent the minimum staffing, qualifications, and operating requirements for each project.

The minimum qualifications of the personnel identified in the resource tables are as follows:

1. Project Leader: PhD or MS in Biological Sciences plus three years of professional experience in wildlife research or management.
2. Biologist: MS or BS in Biological Sciences plus three years of professional experience in wildlife research or management.
3. Technician: BS in Biological Sciences or High School diploma plus three years of professional experience in wildlife research or management or related field.

All personnel must be qualified to conduct their assigned wildlife management duties, including fire suppression and use of helicopters and firearms.

## Vehicles

Where vehicles are identified as a resource in the resource tables below, each represents a one-time purchase for the term of the contract. All vehicles must be high-clearance, four-wheel drive type with either a five-passenger capacity or standard pick-up truck bed capacity, and of sufficient quality and durability to function in very rugged off-road environments.

## Deliverables

Annual workplans for requisitioned projects shall be due no later than six months after the date of the notice to proceed. Annual reports for requisitioned projects shall be due no later than September 1 each year for the term of the contract.

## Assumptions and agreements

The provider is strongly encouraged to establish project-level working groups composed of agency professionals and subject matter experts to provide information to assist in the development of the annual workplans and reports and to meet regularly to provide overall advice and guidance for the successful implementation of the projects. The Division of Forestry and Wildlife is prepared to provide significant participation in any such working groups to facilitate the successful implementation of the projects.

Any equipment or supplies purchased by the contractor, for which the purchase cost exceeds \$5000, shall be returned to the state within 45 days of the termination of the contract.

## Background

Native ecosystems of the Hawaiian Islands are among the world's best examples of adaptive radiation. Millions of years of isolation from continental landmasses have resulted in radiations of native forest birds, plants, and insects from relatively few colonizing events. Notable examples are the Hawaiian honeycreepers (Drepanidinae), lobeliads (Lobeliaceae), and pomace flies (Drosophilidae), each of which is represented by dozens to hundreds of species. These species are integral elements of the natural and cultural heritage of the Hawaiian Islands and their people.

Unfortunately, Hawaiian species also are among the world's most threatened. Hundreds of species have been lost and hundreds more face extinction. Despite its tiny land mass, more than a third of the federally listed species under the Endangered Species Act are found in Hawaii, including hundreds of plants, and many of the world's rarest species of birds, such as the Alala, which now survives only in captivity. No other state has lost as many birds to extinction. These losses are the direct result of the collision of introduced competitors, predators, vectors of infectious disease, and pathogens and a naïve, island flora and fauna. Some introduced plants have the potential to permanently alter habitats supporting endangered birds. Perhaps the greatest threat to Hawaiian species is the loss and degradation of habitat that has been the hallmark of human colonization of the islands.

Development and implementation of programs to protect and recover native species presents agencies, organizations, and landowners with a monumental challenge. Despite the shortfall of funds available for the task, recent years have seen unprecedented success in slowing the loss of species, recovering essential habitat, and developing short and long term plans to reverse the trend. The gains that are being made are the result of strong partnerships among agencies, NGOs and landowners, increased public awareness and participation, and increases in the level of funding available for recovery. This integrated approach to conservation in Hawaii emphasizes the formation of partnerships to protect and restore habitats, basic research to understand the biology of particular species, mitigation and control of threats and limiting factors, education and outreach, and captive propagation and reintroduction programs where they are needed to recover the rarest species.

The isolation of the Hawaiian Islands has contributed both to the endemism of Hawaiian birds and to their potential for endangerment. The main islands are 4,000 kilometers (2,500 miles) from the nearest continent. Colonization by natural processes therefore has been rare, and the few successful species are isolated from

the continental source population. As a result of novel selection pressures and genetic drift, nearly all Hawaiian forest birds are endemic at the species, genus, or subfamily level.

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Evolution in isolation also resulted in increased susceptibility to introduced organisms. Prior to the arrival of humans, no mammalian predators existed in Hawaii, and alien mammals such as rats (*Rattus* spp.), cats (*Felis catus*), and the small Indian mongoose (*Herpestes auropunctatus*) have severely impacted native forest birds. No social insects are native to Hawaii, but introduced western yellow jacket wasps (*Vespula* spp.) may compete for food with insectivorous birds. Introduced diseases and disease vectors pose an even more serious threat to Hawaiian forest birds because Hawaiian birds evolved in isolation from many common avian pathogens and most species have no natural defenses or immunity to these organisms. The introduction of mosquitoes, avian malaria (*Plasmodium relictum*) and avian pox virus (*Poxvirus avium*) to the islands has devastated native forest birds. The rapid disappearance of native birds from low elevations, even in intact native forest, can be attributed to these mosquito-transmitted diseases. Most remaining populations of endangered birds are found above the “mosquito zone” at higher elevations, where the cooler temperatures limit development of both the mosquito vector and the avian malarial parasite during its development in the mosquito. Climate change could enable the transmission of pox and malaria at higher elevations, further threatening remaining populations of endangered birds.

The goal of this project is to implement management and recovery plans for wildlife, mostly, native birds, on Kauai, Oahu, Maui Nui, and Hawaii Island in accordance with the state wildlife action and other site specific and species-specific management plans, including the Revised Recovery Plan for Hawaiian Forest Birds (2006), the Draft Revised Recovery Plan for Hawaiian Waterbirds (2005), the Revised Recovery Plan for Alala (2009), the Draft Revised Recovery Plan for Nene (2004), the Puu Waawaa Management Plan (2003), the Draft Habitat Conservation Plan for the Puu Waawaa and Puu Anahulu Game Management Areas (in prep), and the Mauna Kea Forest Reserve Ungulate Management Plan (in prep).

Projects



## Planning, coordination, and logistics

Planning and implementation of wildlife conservation projects in Hawaii requires ongoing planning, detailed accounting, record keeping, and reporting, tracking of implementation tasks, efficient operational logistics, and close coordination among agencies, staff, and partners to ensure work proceeds efficiently. This project provides the support services needed to ensure overall program success. This work includes periodic updating of the plan to ensure that it is adaptive in response to new information and needs, review and evaluation of partner research and assistance proposals, procurement of goods and services, financial tracking and reporting, and acquisition of new grant funds.

### Objectives

- Periodically update and adapt the wildlife action plan
- Review and evaluate research proposals pursuant to plan goals and objectives
- Assist project leaders procurement, inventory, and maintenance of essential goods and services.
- Draft grant proposals and secure additional funding for the program.
- Compile, track, and submit reports on program progress
- Track financial expenditures to ensure timely reimbursements.
- Provide programmatic administrative support.

### Resource table

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 0   |
| Biologist                | 1   |
| Technician               | 2   |
|                          |     |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| Operating                |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance |     |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
|                          |     |
|                          |     |
|                          |     |



## HCP and SHA Coordination

Hawaii supports more endemic and more federally and state threatened and endangered listed species than any other state. The funding necessary to recover these species is currently not available. In Hawaii, over 60% of the land area and 50% of conservation district land are under private ownership. Thus, the cooperation and assistance of private landowners is essential to the conservation and restoration of native species. Collaborative efforts with private landowners provide an alternative mechanism for protecting native species that is innovative and cost effective. Recognizing the need to engage private landowners in the conservation of rare and endangered species, the Hawaii Legislature established landowner assistance programs for forest stewardship and natural areas management administered by the Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW). DOFAW also provides technical assistance and actively pursues federal funding programs to assist private landowners in managing natural resources on their lands. These programs include the U.S. Fish and Wildlife Service (USFWS) Landowner Incentive Program (LIP), Private Stewardship Grants Program, Section 6 projects, U.S. Forest Service Forest Land Enhancement Program, U.S. Department of Agriculture Farm Bill programs, EPA watershed programs and other federal programs.

The state of Hawaii also passed legislation to establish State Safe Harbor Agreements (SHAs) and Habitat Conservation Plans (HCPs) to encourage private landowners to take conservation measures for rare and endangered species on their lands. These programs establish a permit process that gives landowners assurances that conservation actions will not penalize them in the future. The State and USFWS use a concurrent process to issue SHA and HCP agreements and permits in Hawaii.

There are many conservation projects occurring on private lands being administered by DOFAW and many of those landowners are interested in developing SHAs or HCPs. As these funding and permitting programs have grown and become more familiar to the public, the demand for state assistance has increased and we expect this number to increase as more landowners obtain funding and the awareness of SHAs and HCPs grows. Many of the new programs are set up to pass federal funds through the state and thus require that the state take responsibility for program administration, implementation, performance and reporting. These responsibilities can overwhelm state resources and without additional staffing and administrative support, are not sustainable.

More recently, a number of renewable energy and other similar projects have been proposed or constructed that have the potential to impact endangered species in

Hawaii. Under the state's endangered species law, the state may grant an applicant an incidental take license, in cooperation with USFW, if the license is accompanied by an approved HCP that provides a net recovery benefit for the species. DOFAW is currently working with more than a dozen landowners seeking incidental take license for such projects and we expect this number to increase. Review and evaluation of requests, technical assistance to landowners, and compliance monitoring require extensive personnel and operating resources.

## Objectives

- Assist landowners to secure funds for the recovery of endangered species on private lands.
- Review and evaluate applications for incidental take licenses, SHAs, and HCPs.
- Provide technical assistance to develop incidental take licenses, safe harbor agreements, and habitat conservation plans to ensure that those agreements are pursuant to endangered species recovery needs and confer net recovery benefits for the affected species.
- Conduct monitoring to ensure that activities are in compliance with agreements and regulations.

## Resource table

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 2   |
| Technician               | 1   |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance |     |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
|                          |     |
|                          |     |
|                          |     |

## Alala Recovery Outreach

The 'Alalā or Hawaiian Crow (*Corvus hawaiiensis*) is listed as endangered under the U.S. Endangered Species Act and the species is extinct in the wild. Seventy-eight birds are housed in two captive breeding facilities, making the 'Alalā one of the rarest birds in existence. Known only from the Big Island, the 'Alalā was restricted to the dry and mesic forests in the western and southern portions of the island. The species was associated with ohia (*Metrosideros polymorpha*) and ohia-koa (*Acacia koa*) forests with an understory of native fruit-bearing trees and shrubs. Threats to wild 'Alalā included predation by non-native mammals, non-native diseases (avian malaria and toxoplasmosis), habitat degradation, fragmentation, and loss, and human persecution (e.g. shooting and harassment). Although they are insulated from these threats in captivity, their small population size makes them vulnerable to demographic stochasticity and inbreeding has resulted in genetic-related egg and chick death. In addition to all these threats, environmental stochasticity will further complicate the restoration of this species to the wild and most of the above threats will challenge the species for many years post-release.

A major obstacle to past recovery efforts for the 'Alalā was a lack of community support. This lack of support was a result of land owner/access conflicts and opposition to conservation management tools such as fencing and ungulate control. Relations between local communities and state and federal agencies during recovery efforts in the 1990's were poor and partially responsible for setbacks in 'Alalā recovery. Because of the wide-ranging nature of the 'Alalā, and its historical vulnerability to shooting, public support is essential. Despite this, little public outreach has been conducted to support 'Alalā recovery, and public opposition to future capture and reintroduction efforts are likely unless active and collaborative outreach is conducted.

Outreach goals include sharing the latest 'Alalā-related news and findings with local communities, generating support for management activities, and generating interest in and support for searches of any remaining wild birds, the potential capture of any individuals located, and the reintroduction of the species to the wild. Additional goals include grant writing, in-reach with public and private partners, and working with other outreach professionals across the State to coordinate messaging and leverage resources.

### Objectives

- Develop and implement a targeted outreach to promote community support and landowner cooperation for 'Alalā recovery.
- Provide information to local communities about 'Alalā captive breeding, 'Alalā-related management efforts, and plans to restore a wild population.
- Establish and coordinate "Friends of the 'Alalā group". Work with managers and scientists to determine the feasibility of group members participating in

conducting searches for any remaining wild 'Alalā and in habitat restoration efforts.

- Conduct in-reach, both locally and nationally, and work with other outreach professionals to coordinate messaging and leverage resources.
- Document recovery efforts and develop news releases and coordinate activities such as exhibits, fundraisers, and volunteer activities to promote 'Alalā recovery.
- Provide updates and reports to the 'Alalā Recovery Team, U.S. Fish and Wildlife Service, and the Division of Forestry and Wildlife.
- Assist in obtaining funding for recovery efforts via governmental and non-governmental sources and soliciting assistance (in-kind and monetary) from local groups and partner organizations.

## Resource table

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 1   |
| Technician               | 0   |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance | 1   |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
|                          |     |
|                          |     |
|                          |     |

## Hawaiian Waterbird Recovery Project

Hawaii supports four federally endangered waterbirds, the Hawaiian Duck (*Anas wyvilliana*), Hawaiian Moorhen (*Gallinula chloropus sandvicensis*), Hawaiian Coot, (*Fulica alai*), and Hawaiian Stilt (*Himantopus mexicanus knudseni*). All are widely distributed across the main Hawaiian Islands, with Kauai, Oahu, and Maui

supporting a large percentage of each species' population. Hawaiian Coot and Hawaiian Stilt populations number greater than 2,000 individuals each and both appear stable. The Hawaiian Moorhen is secretive, and current survey methods are inadequate to accurately estimate their population, although its population appears to be stable. The Hawaiian Duck has an estimated population of 2,500 individuals, with 80% of individuals occurring on Kaua'i. Because of the remoteness and inaccessibility of some habitats occupied by Hawaiian Ducks, this is likely an underestimate.

Threats to Hawaiian waterbirds are varied. In the last 115 years, approximately 31% of coastal plain wetlands have been lost. A shift from wetland agriculture to other agriculture crops also has reduced the amount of wetland habitats. Dogs (*Canis domesticus*), rats (*Rattus* spp.), feral cats (*Felis silvestris*), the small Indian mongoose (*Herpestes auropunctatus*), black-crowned night herons (*Nycticorax nycticorax hoactli*), cattle egrets (*Bulbulcus ibis*), barn owls (*Tyto alba*), and bullfrogs (*Rana catesbeiana*) all potentially prey on adults and young of all species. Several species of invasive plants, including pickleweed (*Batis maritima*) water hyacinth (*Eichornia crassipes*), and mangrove (*Rhizophora mangle*) reduce open water, mudflats, or shallows. Finally, similar to other geographically isolated mallard subspecies, the Hawaiian Duck readily hybridizes with domestic or feral mallards. This is especially problematic on O'ahu where most individuals are hybrids. In addition, feral pigs (*Sus scrofa*) and goats (*Capra hircus*) significantly reduce the suitability of nesting habitat for Hawaiian Ducks along montane streams. Overall recovery of these birds is guided by the USFWS Draft Revised Recovery Plan for Hawaiian Waterbirds (2005).

#### Objectives

- Protect core and supporting wetlands through acquisition and/or designation. Develop partnerships with landowners or identify willing sellers and secure grant funds, Habitat Conservation Plans, or Safe Harbor Agreements for longterm protection.
- Develop management plans for select core and supporting wetlands.
- Collaborate with partners to develop and improve techniques for the control of invasive plants, and predators and monitor for changes in demographic parameters.
- Implement habitat management at core and supporting wetlands, including securing and managing water sources and levels, control of invasive plants and animals, enhancement of desirable native vegetation, and management of human access and impacts.
- Control introduced predators using fencing, barriers, and trapping, including dogs, cats, rats, mongoose, cattle egrets, and bullfrogs.
- Monitor, respond to, and control for the effects of avian diseases, including development and implementation of response protocols to minimize the spread and severity of outbreaks.
- Continue the island-wide biannual surveys and submit the data for statewide analysis of long term trends.

- Conduct demographic studies using mark recapture techniques to document demographic trends, response to management, and inter and intra-island movement and use of wetland networks.
- Collaborate with partners to develop methods to identify, detect, and control feral mallards.

## Resource table

| <b>Personnel</b>         | <b>Num</b> |
|--------------------------|------------|
| Project Leader           | 0          |
| Biologist                | 1          |
| Technician               | 1          |
| Fringe                   |            |
| <b>Operating</b>         |            |
| Equipment                |            |
| Supplies                 |            |
| Vehicles and maintenance |            |
| Travel                   |            |
| Helicopter               |            |
| Training                 |            |
| Office rental            |            |

## Kauai Forest Bird Recovery Project

The island of Kauai supports three federally endangered endemic passerines. The Akikiki (Kauai Creeper; *Oreomystis bairdi*) and the Akekee (*Loxops caeruleirostris*) have declined dramatically to population sizes currently estimated at  $3,924 \pm 756$  and  $3,111 \pm 591$  individuals, respectively, and both were listed as federally endangered in March 2010. Unfortunately neither of these species has been the focus of a long-term study; most life history data are based on anecdotal observations. To protect these species it is necessary to determine the factors (e.g., food limitation, disease, predation) that are contributing to their declines. The Puaiohi (*Myadestes palmeri*) is restricted to the southern and central plateau of the Alakai Wilderness Preserve. The population is estimated at 500 individuals and 75%

of the population is restricted to an area of ~ 10 km<sup>2</sup>. The species' population size and limited geographic range increases the extinction risk from demographic and environmental factors, however, the number of remaining individuals suggests that the species' recovery prospects are good. Post-fledging survival appears to be particularly low and the cause of this low survival is being investigated as well as determining if management actions (e.g., predator control) can reduce juvenile mortality. Limited evidence suggests that malaria prevalence is increasing in the species, likely because of increasing temperatures. Malaria and its vector (i.e., mosquitoes) cannot tolerate cool temperatures, but models suggest that a 2° C. increase in temperature will result in an 85 % decrease in the island's land area where malaria transmission currently is only periodic. Determining changes in malaria prevalence in Puaiohi as well as Kauai's other endangered birds is critical.

Dispersal distances of Puaiohi appear naturally restricted, and therefore expansion of Puaiohi into unoccupied habitat is expected to be slow. To accelerate re-colonization of appropriate habitat, a captive propagation program was developed through a partnership comprised of the Hawaii Division of Forestry and Wildlife, the U.S. Fish and Wildlife Service and the Zoological Society of San Diego (ZSSD). The goal of this program is to establish new populations in unoccupied habitat and to augment the size of existing populations. This past year (2010) marked the 11th year of this release program and between 1999-2010, 200 captive-reared birds were released. The efficacy of this project is being evaluated, as no new habitat has been colonized by released birds and many birds disappear soon after being released.

This project implements the recommendations of the Revised Hawaii Forest Bird Recovery Plan (USFWS 2006) and Five-year Implementation Plans for the Puaiohi, Akikiki, and Akekee drafted by working groups comprised of state, federal, and private partners. Fieldwork is conducted in extremely remote areas of the Alakai Wilderness Area.

#### Objectives

- Document the distribution, demographics, ecology, life-history, limiting factors, habitat and management needs for the Puaiohi, Akikiki, and Akekee.
- Use survival and reproductive data to develop a population viability models for each species.
- Resurvey suitable habitat for Puaiohi to estimate the population size. Use habitat imagery to determine habitat preferences.
- Evaluate the efficacy of releases of captive Puaiohi. Continue releases if found to be contributing to recovery.
- Support and contribute to management activities conducted by Natural Areas Reserve System, The Nature Conservancy, and Kauai Watershed Alliance to protect Kauai's forests.



Resource table

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 1   |
| Technician               | 2   |
|                          |     |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance | 2   |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
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### Kauai Seabird Recovery Project

The island of Kauai supports the world's largest breeding population of the federally threatened Newell's Shearwater (*Puffinus auricularis newelli*; NESH), and a sizeable breeding population of the Federally endangered Hawaiian Petrel (*Pterodroma phaeopygia*; HAPE) and of the Band-rumped Storm Petrel (*Oceanodroma castro*, BRSP), a candidate for federal listing. The shearwater and petrel are endemic to Hawaii. In 1995, the NESH population was estimated at 84,000 birds, with approximately 75% nesting on Kauai (estimated at 14,600 pairs). Population models incorporating best estimates of breeding effort and success yielded an annual population decline of 3.2%. When variables estimating anthropogenic mortality suffered by Newell's Shearwaters (e.g., predation, light attraction, and collision) were included, models predicted an annual decline of 6.1% or a decline of approximately 60% over 10 years. Recent analysis of data trends from radar surveys revealed an overall decline in detection rates of roughly 50-70% between 1993 and 2001, although detections for 1999, 2000, and 2001 were similar. In addition to the above causes of the observed decline, predation in nesting colonies by non-native mammals is likely important as is habitat degradation by non-native

ungulates. The locations and status of most nesting colonies in the interior mountains of Kauai are currently unknown, however significant progress has been made in the last 5 years locating colonies and predator control has been initiated at one location. Little is known about the location or size of breeding colonies of HAPA and BRSP on Kauai, but threats to breeding birds and their offspring are almost certainly similar to those faced by NESH. At sea threats are almost entirely unknown for these species.

This project implements the recommendations of the Hawaiian Dark-rumped Petrel and Newell's Manx Shearwater Recovery Plan (USFWS 1983), the Draft Five-year Implementation Plan, and recommendations of working groups comprised of state, federal, and private partners.

### Objectives

- Continue to conduct radar surveys at previously established points to monitor relative annual population size of NESH and HAPE. Determine intra and inter-annual variation in passage rates.
- Use night vision and auditory surveys to locate previously unknown breeding colonies and to monitor the status of known colonies. Develop standardized survey techniques.
- Develop methods to reduce or eliminate non-native predators that minimizes on the ground habitat disturbance.
- Create a site profile for breeding colonies by compiling data on the location's characteristics. Create a Geo-spatially reference database for all radar, visual, and auditory data. Map colony polygons, calling hotspots, threats and other relevant data.
- Where possible, initiate threat mitigation at colonies (e.g., predator control, habitat protection), work with landowners and relevant agencies to develop mitigation plans.
- Facilitate recovery by sharing data, predator control methods, and survey methods with partners.
- Develop and deploy social attraction arrays as feasible.
- Undertake preliminary investigations into other cost-effective and non-invasive techniques to monitor colonies (i.e., automated acoustic monitoring devices).
- Conduct preliminary investigations of at-sea distribution and diet.
- Assist Save Our Shearwaters personnel, as needed, to conduct radar surveys in the vicinity of ball fields or other light sources to monitor behavior and survey roadsides for downed birds.
- Support and contribute to management activities conducted by Natural Areas Reserve System, The Nature Conservancy, and Kauai Watershed Alliance to protect Kauai's forests.
- Support and assist seabird conservation efforts related to regulatory programs.

Resource table



production, and to control non-native plants within the colony and to restore areas that are now dominated by non-native plants.

This project implements the recommendations of the Hawaiian Dark-rumped Petrel and Newell's Manx Shearwater Recovery Plan (USFWS 1983), the Draft Five-year Implementation Plan, and recommendations of working groups comprised of state, federal, and private partners. In addition, this project conducts long term monitoring and management of other seabird species on Maui Nui and provides assistance with regulatory issues related seabirds.

#### Objectives

- Conduct auditory and visual surveys for seabird species. Use night vision and thermal imagery to determine colony boundaries and to estimate the number of birds using the colony.
- Conduct surveys and breeding biology studies to determine nesting demography and phenology.
- Evaluate ungulate density in and damage to seabird colonies, including damage to native vegetation and nesting burrows (i.e., trampling).
- Conduct predator control to protect breeding seabirds and young.
- Map invasive vegetation in colonies to facilitate the protection and restoration of the native vegetation that is suitable for nesting. Work with the Lanaihale Forest and Watershed Partnership to develop a strategy to remove or reduce strawberry guava and other invasive plants in the colony area.
- Support and contribute to management activities of other agencies in Lanai's forests by documenting any demographic response of HAPE to management activities.
- Assist other agencies in managing and protecting Lanai's forests by documenting invasive weeds, feral ungulate activity, infrastructure needs in study areas, and when possible supporting and/or participating in weed removal and fence repair projects.
- Monitor seabird take pursuant to regulatory compliance.

## Resource table

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 2   |
| Technician               | 3   |
|                          |     |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance | 2   |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
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## Maui Forest Bird Recovery Project

The avifauna of Maui includes the endangered Crested Honeycreeper (*Palmeria dolei*; CRHC) and Maui Parrotbill (*Pseudonestor xanthophrys*; MAPA), and the critically endangered Poʻouli (*Melamprosops phaeosoma*), Maui Nukupuʻu (*Hemignathus lucidus affinis*), and Maui 'Akepa (*Loxops coccineus ochraceus*); the latter three may be extinct. In 1995/96, five Poʻouli were known to exist. By 1997/98 only three remained and they were intensively monitored; two disappeared in December 2003 and February 2004, and the last known bird died in captivity in November 2004. Few reliable sightings of Nukupuʻu and Akepa have occurred in the last 20 years. In 1986 the State of Hawaii established the 7500 acre Hanawi Natural Area Reserve (NAR) on the windward slope of eastern Maui to protect native forest birds and their habitat. While native birds continue to be threatened by habitat loss, introduced predators, and diseases, Hanawi provides an area where threat management can be evaluated in relatively intact habitat with few invasive plant species at an elevation currently free of avian malaria. Ungulates have been eradicated and habitat recovery is being monitored. Introduced rats and

mongoose are controlled in some areas allowing the documentation of demographic parameters in predator free areas. The relative impacts of different threats on native birds likely vary spatially, temporally, and among species. The intensive population monitoring and life history research at Hanawi has provided a foundation for understanding this variation. Although the focus of these studies has been on CRHO and MAPA, information will benefit the critically endangered species as well as other native species (e.g., Maui Creeper [*Paroreomyza Montana*]).

A captive breeding program for MAPA has been established by the Zoological Society of San Diego (ZSSD) and efforts are underway to restore the Nukala NAR and Kahikinui Forest Reserve. This area will provide the opportunity to establish a second population of MAPA, through the release of captive-reared birds and translocation of wild birds. Establishing a second population is a high recovery priority.

This project implements the recommendations of the Revised Hawaii Forest Bird Recovery Plan (USFWS 2006) and Five-year Implementation Plans for MAPA and CRHO drafted by working groups comprised of state, federal, and private partners.

#### Objectives

- Document the distribution, demographics, ecology, life-history, limiting factors, habitat and management needs for MAPA and CRHO.
- Model long-term changes in demography and distribution of CRHO and MAPA.
- Investigate rat predation as a limiting factor in native forest birds. Continue to maintain a predator controlled grid (~ 30 ha) in Hanawi NAR.
- Investigate the impact of predator control on relative abundance of native and non-native birds.
- Support the expansion of the captive-breeding program for MAPA by capturing wild birds (adults, nestlings, or eggs) as needed and providing native browse and nesting material as requested by ZSSD.
- Determine the genetic diversity of MAPA to identify the type and amount of diversity remaining in the wild population.
- Support the restoration of sites for MAPA re-introduction in the Nakula NAR and Kahikinui Forest Reserve. Provide logistical support for the establishment of a second population.
- Assist other agencies in managing and protecting east Maui's forests by documenting invasive weeds, feral ungulate activity, infrastructure needs in study areas, and when possible supporting and/or participating in weed removal and fence repair projects.
- Develop community-based and scientific community support for endangered forest bird recovery activities and for ecosystem based management practices.
- Restore leeward dry and mesic forests and reintroduce endangered forest birds to those areas.

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 1   |
| Technician               | 2   |
|                          |     |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance | 1   |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
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Maui is the second largest island in the State and 30% of the island is dominated by native vegetation. The high elevation slopes and summits of both east and west Maui are typically native dominated. These forests, especially those of windward east Maui provide important habitat for several native forest birds, including the federally endangered 'Ākohekohe (*Palmeria dolei*) and Maui Parrotbill (*Pseudonestor xanthophrys*) as well as the Maui Creeper (*Paroreomyza montana*). All of these species are endemic to Maui and the former two are restricted to the windward forests of east Maui. Maui also is home to the second largest population of Nēnē (*Branta sandvicensis*) in the State.

**ATTACHMENT 1**

East Maui Watershed Partnership (EMWP) over approximately 40% of the watershed. In addition to feral pigs, axis deer (*Cervus axis*) also threaten this watershed.

The State of Hawai'i Division of Forestry and Wildlife and the East Maui Irrigation Company, both members of (EMWP) have negotiated a public right of entry agreement for the Koolau Watershed area to improve access for public hunting. Public hunting will contribute to other efforts to reduce pig populations and will be concentrated in the lower portions of the watershed. The presence of hunters also would help to prevent the establishment of axis deer. The goal of this project is to reduce the impact of ungulates to this forest.

#### Objectives

- Evaluate the feral pig population in the areas where public hunting will be initiated.
- Quantify and map the damage caused by feral pigs and use this information to direct hunting effort.
- Quantify the recovery of native habitats once feral animals are removed.
- Establish hunting boundaries and safety zones to delineate the areas open to hunting.
- Establish a hunter check station to collect data on the number of animals harvested from the area.
- Conduct outreach to gain public support for feral pig removal from ecologically important areas.
- Investigate animal damage complaints and recommend control methods.





## Access and acquisitions

Availability of public lands in Hawaii for conservation and public recreational use is limited. Approximately 54% of lands in Hawaii are in private ownership, many of which are large land holdings. Of the public lands, many are either inaccessible or not designated for conservation or public recreational use. The Division manages lands both for recreational hunting and conservation. Because of the extensive historic loss and degradation of native habitats, conservation of native biodiversity requires that additional lands be secured and managed to enhance native ecosystems. Those lands designated for conservation of biodiversity are managed so as to control or eliminate game animals, resulting in further loss of public hunting opportunities.

The purpose of this project is to identify and secure opportunities for the access and acquisition of lands through cooperation with public agencies, landowners, and other stakeholders. While the Division has conducted such activities in recent years with notable success, a focused and prioritized effort is needed to ensure that limited resources are directed most effectively to achieve results. This effort will

build on existing information and agreements to create a more systematic and effective approach to address technical and legal issues pursuant to program goals.

Identification and prioritization of lands of interest to the project will be developed through review of existing documentation, such as wildlife management and recovery plans, and consultation with staff, partners, landowners, and stakeholders. The land inventory will also include public and private land parcels suitable and appropriate for conservation and public recreation that are currently not available because they are unencumbered or leased for agriculture or other purposes, or for which and no agreements for public access have been established.

Technical approaches will include the use of GIS methods to identify lands of interest, as well as other land database systems such as the State Land Inventory Mapping System (SLIMS) database. The land information database will integrate SLIMS data to provide a geographical overlay of potentially suitable hunting areas based on game distribution data, and other recreational areas, with state leased and unencumbered lands identified for access, lease, cooperative agreement, or set aside. The database will also provide a geographical overlay of lands of high conservation value as well as potentially suitable hunting lands or other recreational lands with target private land parcels identified for potential cooperative agreement or lease. In addition, the database will provide an overlay of public hunting or other recreational areas with known, historic, or no longer available access routes.

The combined results of these efforts will facilitate the initiation of landowner discussions and agreements for access, cooperative agreements, or leases. These interactions will also provide for the development and submittal of proposals for funding opportunities to enhance access.

#### Objectives

- Review recovery and management plans to develop an inventory of priority lands.
- Conduct interviews and outreach to document historic right of way agreements that may still hold legal rights.
- Compile information and issues related to the lands identified regarding current and historic access.
- Develop and prioritize an inventory of land parcels suitable and appropriate for conservation and wildlife dependent recreation.
- Identify approaches and methods for the development of access and acquisition agreements for target lands.
- Establish agreements for set aside, purchase, access, lease, or cooperative use of public and private lands.

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 1   |
| Technician               | 1   |
|                          |     |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance | 1   |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
|                          |     |
|                          |     |
|                          |     |
|                          |     |

The Palila (*Loxioides bailleui*) is federally listed as endangered and Critical Habitat was designated for the species in 1977. Palila population estimates have declined significantly over the past seven years from 6,633 in 2003 to about 1,200 in 2010; down approximately 35% from the 2009 estimate. Similarly their range has been contracting since the arrival of Polynesians and now the species is restricted to an area of <30 km<sup>2</sup> on Mauna Kea. Virtually all Palila are restricted to the southwestern slope of Mauna Kea; < 10 birds occupy a small area on the volcano's northern slope. Habitat degradation and loss, predation by non-native mammals, and drought have contributed to this decline and the species' dependence on the seeds of māmane (*Sophora chrysophylla*) trees for most of their food increases their extinction risk. In addition, non-native arthropods (i.e., predatory ants and wasps) are competing with Palila for native caterpillars (i.e., *Cydia plicata*) that are an important protein sources for nestlings and a non-native fungus (*Armillaria mellea*) maybe resulting in the death of māmane trees. In the short term, predation by feral cats is a significant threat to incubating and brooding females and nestlings; approximately 11% of nests are depredated annually. In the long-term, degraded habitat limits the species'

ability to expand their existing range. Historically, māmane occurred across a broad elevational gradient, and because it flowers and sets pods asynchronously depending on elevation, Palila had a nearly continuous supply of māmane flowers or seed pods. Polynesians cleared lowland māmane forests, cattle have and continue to degrade low elevation māmane forests on Mauna Kea, and sheep have and continue to degrade māmane forest across the landscape, but especially at high elevations. The result is that most critical habitat now only supports a narrow band of māmane forest which is mostly unoccupied by Palila. It is no coincidence that almost all Palila are now restricted to the southwestern portion of Critical Habitat as this area also supports the widest remaining belt of māmane.

To partially offset impacts to Palila Critical Habitat from the construction of Saddle Road, two mitigation areas (Pu'u Mali and Kāohe) were created. The restoration of these former pastures will expand the elevational distribution of māmane and outplanting is ongoing. This project implements the recommendations of the Revised Hawaii Forest Bird Recovery Plan (USFWS 2006), a Five-year Implementation Plan for Palila drafted by a working group comprised of state, federal, and private partners, and management documents associated with Saddle Road mitigation.

#### Objectives

- Complete a restoration and fire plan for the Palila Critical Habitat (PCH).
- Complete the perimeter fence for PCH
- Remove all ungulates from PCH
- Remove all ungulates from Pu'u Mali and Kāohe mitigation areas.
- Control invasive weeds at priority sites within PCH
- Monitor and control incipient populations of highly invasive weeds (i.e., gorse [*Ulex europaeus* ], fountain grass [*Pennisetum setaceum*]) in PCH.
- Outplant koa (*Acacia koa*), māmane, and native understory species at PCH and Pu'u Mali to restore dry forests that will benefit Palila.
- Control feral cats, focusing efforts in the core Palila habitat on the southwestern slope of Mauna Kea.
- Develop a volunteer program to assist with restoration activities.
- Develop infrastructure needed to propagate native plants or locate appropriate growers to provide healthy, weed-free seedlings for outplanting.
- Conduct monthly fence checks of the mitigation area fences as well as the Palila Critical Habitat perimeter fence and develop the infrastructure and skills necessary to quickly repair breaches.
- Participate in the Mauna Kea Watershed Partnership, including development of an outreach component.

| Personnel                | Num |
|--------------------------|-----|
| Project Leader           | 1   |
| Biologist                | 2   |
| Technician               | 3   |
|                          |     |
| Fringe                   |     |
|                          |     |
|                          |     |
|                          |     |
| <b>Operating</b>         |     |
| Equipment                |     |
| Supplies                 |     |
| Vehicles and maintenance | 2   |
| Travel                   |     |
| Helicopter               |     |
| Training                 |     |
| Office rental            |     |
|                          |     |
|                          |     |
|                          |     |

Kauai supports breeding populations Hawaiian Petrels (*Pterodroma sandwichensis*, federally endangered), Newell's Shearwaters (*Puffinus auricularis newelli*, threatened), and Band-rumped Storm Petrels (*Oceanodroma castro*, candidate species). These nocturnal species are attracted to artificial lights, especially fledglings, and also are susceptible to collisions with man-made structures. Although, these losses are preventable, more than 32,000 seabirds, mostly Newell's shearwaters, have been recovered since 1979 by the "Save Our Shearwaters" (SOS), a DLNR sponsored program. To mitigate for these losses, an island-wide Kauai Seabird Habitat Conservation Plan (KSHCP) is being developed. The goal of this plan is to provide interested businesses and agencies with a streamlined, cost-effective way to attain legal authorization and coverage for unavoidable incidental take of endangered and threatened seabirds due to light attraction. Funds derived from this HCP will be used to increase seabird breeding populations in high elevation forest habitats of Kaua'i through predator control and habitat restoration. These actions

also will benefit numerous listed and endemic plants and animals that inhabit these forest areas. In addition, efforts to minimizing losses to light attraction and collisions will increase the survival of fledglings and adults and recruitment to existing colonies. To date the project has initiated outreach to educate the public on seabird light attraction, located and quantified "hot-spots" where large numbers of bird collide with man-made structures, initiated HCP planning, and supported take avoidance and minimization measures. In 2007, a fulltime HCP Planning Associate and staff (KSHCP staff) were hired. KSHCP staff has met with over 60 businesses, agencies, community leaders, and professional and community organizations on Kauai to describe the KSHCP and the application process, and to provide information on incidental seabird take and avoidance and minimization strategies. KSHCP also has developed a website ([www.kauai-seabirdhcp.info](http://www.kauai-seabirdhcp.info)) to provide information on HCPs, covered species, avoidance and minimization of seabird light attraction, and office contact information. A draft KSHCP has been reviewed by the public and by agencies. Fifteen participants are preparing detailed inventories and summaries of covered facilities, delineating avoidance and minimization options, and implementing formalized avoidance and minimization programs to develop their applications for the KSHCP.

#### Objectives

- Complete draft KSHCP and NEPA analysis to provide a streamlined approach to address impacts to covered species to ensure legal authorization, legal assurances, compliance monitoring, coordinating compensatory mitigation, and adaptive management.
- Develop verifiable and enforceable HCP conservation measures that decrease seabird take while accomplishing habitat restoration/protection that will benefit all covered species and other native forest plants and animals.
- Develop HCP objectives and goals that consider biologic, economic, social, and cultural concerns.
- Develop mitigation to complement recovery goals and objectives laid out in Newell's Shearwater and Hawaiian Petrel recovery and work plans while decreasing incidental take of these species (NESH Working Group 2005; USFWS 1983).
- Ensure meaningful public participation in the HCP and NEPA processes.
- Continue promoting an island-wide HCP.
- Continue outreach to increase awareness of seabird-light attraction, using publications, television spots, news releases, public radio service announcements, and public presentations.
- Continue presentations to businesses focusing on the "seabird friendly business" program.
- Continue efforts to improve existing take minimization and monitoring and to protect all covered seabirds during the fallout season.
- Review of EA/EIS for planned projects to ensure that seabird friendly lighting and possible KSHCP participation are included in project analysis and planning.

| <b>Personnel</b>         | <b>Num</b> |
|--------------------------|------------|
| Project Leader           | 1          |
| Biologist                | 1          |
| Technician               | 1          |
|                          |            |
| Fringe                   |            |
|                          |            |
|                          |            |
|                          |            |
| <b>Operating</b>         |            |
| Equipment                |            |
| Supplies                 |            |
| Vehicles and maintenance | 1          |
| Travel                   |            |
| Helicopter               |            |
| Training                 |            |
| Office rental            |            |
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|                          |            |
|                          |            |

The Nene (*Branta sandvicensis*) is the only surviving member of a suite of geese species that were endemic to Hawaii and is a federally listed as endangered. Genetic evidence indicates that the species underwent a population bottle neck between 900 and 350 years ago, likely because of hunting pressure by Polynesians. After the arrival of Europeans, hunting, habitat loss, and non-native predators continued to erode the population and by 1952 only about 30 individuals remained. A successful captive propagation and release program has been responsible for the population's increase to almost 2,000 birds. Between 1960 and 2006, over 2,400 captive-bred individuals have been released on the Big Island, Kauai, Maui and Molokai. However, only the Kauai population is secure and their current state-wide distribution is largely determined by the locations of release sites. Approximately 1,950 Nene exist in the wild with 416 on Maui, 165 on Moloka'i, 850-900 on Kaua'i, and 457 on the island of Hawai'i. Today, the main threats limiting Nene are predation by non-native mammals, insufficient nutritional resources for breeding females and goslings,

limited availability of suitable habitat and human-caused disturbance and mortality. The potential threats of inbreeding and disease are unknown. Nene are adaptable and occupy a range of elevations and habitats, including golf courses, residential areas, and farms. Unfortunately, conflicts between Nene and humans are increasing.

The Kauai population is increasing. Much of this increase is due to the fact that there are no mongoose on Kauai and because of the high survival and reproductive success of birds using the Kauai Lagoons Golf Course. Unfortunately, the golf course is directly adjacent to the Lehua Airport and the birds residing there pose an aircraft strike risk. Because of the potential risks posed by this population, these birds could be used as a source population to supplement populations on other islands. The Maui population is considered stable, but only because releases of captive birds offset predation and low reproduction. The Moloka'i population appears to be increasing and no birds have been released on Moloka'i since 2005. The Big Island population also appears to be stable and the last release of captive birds occurred in 2003. Overall recovery of these birds is guided by the USFWS Draft Revised Recovery Plan for the Nene or Hawaiian Goose (2004)

#### Objectives

- Continue predator control at release sites, as well as at Kealahou and Big Island Country Club, and Puu Waawaa Reservoir sites on Hawaii, or other sites identified by the Nene Recovery Action Group.
- Evaluate the need to continue reintroduction of relocated birds to supplement existing populations.
- Identify and prioritize areas for new releases to establish new populations.
- Conduct a telemetry study to document movements and habitat use.
- Develop recovery habitat maps for Hawaii, Maui, and Kauai.
- Continue or complete a five-year implementation plan for statewide Nene recovery program.
- Heighten public awareness of Nene via the printing and distribution of island-specific Nene-brochures especially in areas known to have Nene-human conflicts.
- Develop methods and plans to prevent and address potential human-Nene conflicts
- Develop safe and effective methods for managing Nene in unsuitable habitats.





## Puu Waawaa Forest Bird Sanctuary Project

The Pu'u Wa'awa'a Forest Bird Sanctuary comprises 3,806 acres of mesic forest and supports an exceptional diversity of native flora and fauna, provides recovery habitat for four endangered forest birds and Critical Habitat for Blackburn's sphinx moth (*Manduca blackburni*) and two listed plants. The Sanctuary also supports several rare plants including five endangered species and eight that are considered rare. The Sanctuary's forests have been greatly altered by domestic and feral livestock, feral pigs, non-native plants, forest clearing for pasture improvement and the illegal harvest of native trees and ferns. Cats, rats, and mongoose are present in the sanctuary where they prey on native birds. Rats also damage the flowers, fruit, seeds and bark of native plants.

In July, 1985 cattle were removed from most of the sanctuary. This resulted in significant regeneration of Koa (*Acacia koa*) and 'ōhi'a (*Metrosideros polymorpha*). Other species of native plants also responded to reduced grazing pressure, including mamaki (*Pipturis* spp.), pilo (*Coprosma* spp.), and olapa (*Cheirondendron trigynum*);

several rare plants, not recorded for several decades, also were detected. The removal of cattle did, however, create new management problems. Non-native invasive plants, which were formerly suppressed by cattle, began to proliferate once the cattle were removed. The most serious was banana poka (*Passiflora mollissima*), but German ivy (*Senecio mikanioides*), silk oak (*Grevillea robusta*) and fountain grass (*Pennisetum setaceum*) also threaten the native ecosystem. Silk oak has been successfully controlled, but the ivy and grass continue to spread. In August 2005, an 11 mile ungulate proof fence was completed which completely enclosed the Sanctuary. This was followed by public hunting followed by removal of pigs using traps. As of March 2011, over 1,500 pigs have been removed from the Sanctuary and trapping efforts continue.

This project implements the recommendations of the Pu'u Wa'awa'a Forest Bird Sanctuary Management Plan (1997).

#### Objectives

- Revise the Pu'u Wa'awa'a Forest Bird Sanctuary Management Plan (1997).
- Continue to remove feral pigs; remove feral sheep and predators as feasible.
- Continue restoration by outplanting and seed scattering using. Seeds of common understory native plants will be collected from the Sanctuary.
- Continue control of invasive weeds using mechanical, biological, or chemical methods.
- Conduct vegetation surveys to document forest recovery using established transects.
- Initiate rodent control using an approved rodenticide and delivery system and deploy live traps or other means to remove cats and mongooses.
- Maintain firebreaks and reduce fuel loads using herbicides, perimeter grazing, or mechanical
- Collaborate with the Three Mountain Alliance to control invasive species on adjacent partner lands and support protection and restoration of partner lands.

Resource table



The island of Hawaii supports more endangered Hawaiian birds than any of the other main islands, including the Nene, Hawaiian Petrel, Hawaiian Hawk, and four species of forest birds. In addition to these species, Hawaii Island historically supported the Alala, which now exists only in captivity. Plans are underway to restore a wild population. Recovery efforts for Hawaiian forest birds have progressed in recent years to include significant progress in habitat protection, restoration, and management, predator control, captive propagation and reintroduction, and surveys and monitoring of long term population trends. The goal of this project is to work with partners to continue recovery efforts for Big Island birds.

#### Objectives

- Work with partners to protect the Mauna Kea Forest Reserve, including completion of the perimeter fence and removal of sheep and goats using staff and public hunting.
- Work with partners to protect the Kau Forest Reserve, including completion of to be determined fenced units and the removal of ungulates from these units using staff and public hunting.
- Work with partners to support the restoration of Alala.
- Work with partners to protect the Puu Waawaa Forest Bird Sanctuary and greater Ahupuaa, including fence maintenance, control of invasive plants and introduced predators, and removal of game animals using staff and public hunting.
- Assist staff with annual forest bird surveys for Palila in the Mauna Kea Forest Reserve and the five year surveys at other survey sites island-wide.
- Manage human recreational use of wildlife habitat by monitoring visitation and use patterns and providing educational and interpretive information to enhance public awareness of wildlife issues.
- Collaborate with partners to improve techniques to control non native species and to document monitor results on avian population demography.

Resource table



populations are restricted to areas designated for sustainable game yield, which are typically dominated by introduced species, and where restoration and management of native species is not feasible. In these areas fencing and other management techniques are employed to minimize the impact of game animals on native species. However, this is becoming increasingly difficult as more and more species are listed and additional Critical Habitat is designated. One approach to the management of game animals is to develop a broad regional habitat conservation plan (HCP) pursuant to the state's endangered species law (§195D, Hawaii Revised Statutes) that allows take in selected areas if measures are implemented to ensure that a net recovery benefit is achieved for the affected species.

DOFAW manages the Puuanahulu Game Management Area and the Puu Waawaa Forest Reserve. Together these properties are one of the state's largest game mammal production areas, and while much of the habitats comprising these areas is degraded and dominated by introduced species, many endangered plants persist at these sites and all are vulnerable to non-native mammal browsing. The goal of this project is to develop an HCP to ensure net recovery benefits for the endangered plants that are affected by the game management activities in the area. Currently, no HCPs have been approved in Hawaii for management of game animals, thus this project has the potential to establish a precedent by providing a model for the management of game animals in areas that support native species.

#### Objectives

- Identify actions needed to minimize and avoid negative impacts of game animals on endangered plants in the Puuanahulu Game Management Area and the Puu Waawaa Forest Reserve. For example, fencing remnant plant clusters to provide seed sources for future propagation efforts.
- Identify sites and activities needed to mitigate impacts to endangered plants.
- Develop a program to monitor impacts and track mitigation efforts to ensure net recovery benefits for affected species.
- Collaborate with partners to develop a draft HCP.
- Conduct public hearings to receive public comment on the HCP.
- Secure approval of the HCP from the US Fish and Wildlife Service through formal consultation under section 7 of the Endangered Species Act.
- Work with the state Endangered Species Recovery Committee to obtain recommendation for approval of the HCP.
- Obtain official state approval of the HCP and Incidental Take License through approval by the state Board of Land and Natural Resources.
- Implement the Habitat Conservation Plan

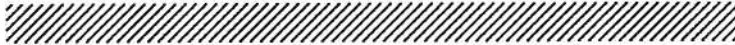
Resource table



| <b>Personnel</b>         | <b>Num</b> |
|--------------------------|------------|
| Project Leader           | 10         |
| Biologist                | 18         |
| Technician               | 29         |
|                          |            |
| Fringe                   |            |
|                          |            |
|                          |            |
| <b>Operating</b>         |            |
| Equipment                |            |
| Supplies                 |            |
| Vehicles and maintenance | 15         |
| Travel                   |            |
| Helicopter               |            |
| Training                 |            |
| Office rental            |            |
|                          |            |
|                          |            |
|                          |            |

| Project                               |
|---------------------------------------|
| Planning, coordination, and logistics |
| HCP/SHA coordination                  |
| Alala recovery outreach               |
| Waterbird recovery                    |
| Kauai forest bird recovery            |
| Kauai seabird recovery                |
| Lanai seabird recovery                |
| Maui forest bird recovery             |
| Maui wildlife management              |
| Access and acquisitions               |
| Mauna Kea forest restoration          |
| Kauai HCP                             |
| Nene recovery project                 |
| Puu waawaa forest bird sanctuary      |
| West Hawaii wildlife management       |
| North Kona game mammal HCP            |





## **2.03 HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES RESPONSIBILITIES**

The department shall manage, administer, and exercise control over public lands, the water resources, ocean waters, navigable streams, coastal areas (excluding commercial harbor areas), and minerals and all other interests therein and exercise such powers of disposition thereof as may be authorized by law. The department shall also manage and administer the state parks, historical sites, forests, forest reserves, aquatic life, aquatic life sanctuaries, public fishing areas, boating, ocean recreation, coastal programs, wildlife, wildlife sanctuaries, game management areas, public hunting areas, natural area reserves, and other functions assigned by law.

## **2.04 TERM OF CONTRACT**

The contract shall be for a period of five years or 60 months beginning approximately on November 1, 2011 and ending on October 30, 2016. Unless terminated, the Contractor and the State may extend the term of the contract for an additional period of up to five years or portions thereof without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract, with or without cause, by providing 90 days prior written notice to the contracted parties.

# **SECTION THREE**

## **PROPOSAL FORMAT AND CONTENT**

### **3.01 INTRODUCTION**

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

Because the services requested by this RFP identify specific projects with objectives that are prescribed in recovery documents and grants, it is essential that qualified offerors submit a proposal that is in accordance with **Section 2.02 SCOPE OF WORK** in the RFP. Because the services requested require minimum staffing and operational resources, it is essential that the qualified proposal provide a budget table in accordance with the resource tables provided in the RFP with cost estimates for each resource item. The qualified proposal may also identify administrative costs necessary to implement the contract.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**.

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
  - a. Transmittal Letter  
See Section Six, Attachment 1, Offer Form OF-1.
  - b. Experience and Capabilities sufficient to rank the qualifications of the Offeror in accordance with criteria identified in Section Four. See 3.02 below.
  - c. Proposal including scope of work, project descriptions, objectives, overall strategy, budgets, timeline and plan.
  - d. Budgets and Pricing. Proposals must identify project-level budgets in accordance with the budget categories provided in each resource table. The total proposal budget must be identified in Section Six, Attachment 2, Offer Form OF-2.
  - e. Exceptions.

### **3.02 EXPERIENCE AND CAPABILITIES**

- (1) List of projects completed or ongoing for the administration and implementation of projects for the management of natural resources.

- (2) Provide a description of the projects sufficient to assess the size and complexity of the projects, including number of personnel employed and operating budget.
- (3) Provide dates for the list of projects to assess the number of years Offeror has been in business and the number of years Offeror has performed services for the administration and implementation of projects for the management of natural resources.
- (4) State the number of years the Offeror has been in business for the management of natural resource projects, the number of qualified projects managed, the total operating budget of qualified projects, and the size and complexity of projects managed.
- (5) Offeror shall include a list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- (6) Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- (7) Provide sample projects, workplans, and/or examples of written plans.

### **3.03 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE**

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

### **3.04 PRICING**

Refer to Section Six, Attachment 2, for Offer Form OF-2.

### **3.05 EXCEPTIONS**

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

## **SECTION FOUR**

### **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

**The total number of points used to score this contract is 100.**

- 1) Cost of services: maximum points = 20

$$\text{Points awarded} = (C_{\min} \times P_{\max}) / C_{\text{bid}}$$

Where:

$C_{\min}$  = the lowest qualified bid cost

$C_{\text{bid}}$  = the bid cost

$P_{\max}$  = the maximum points available for the cost score

- 2) Previous experience of the company in the successful management, administration and implementation of qualified projects for the management of natural resources. Qualified projects are projects for the management of natural resources that employ at least two staff with an annual budget of at least \$200K.

- a. Number of years of experience: maximum points = 20

| Years of experience | 0 | 1-5 | 6-10 | 11-15 | 16-20 | >20 |
|---------------------|---|-----|------|-------|-------|-----|
| Points awarded      | 0 | 4   | 8    | 12    | 16    | 20  |

- b. Number of qualified projects: maximum points = 20

| Number of qualified projects | 0 | 1-25 | 26-50 | 51-75 | 76-100 | >100 |
|------------------------------|---|------|-------|-------|--------|------|
| Points awarded               | 0 | 4    | 8     | 12    | 16     | 20   |

- c. Current total operating budget of projects managed: maximum points = 20

| Current total projects budget (\$) | <1M | 1-2M | 3-4M | 5-6M | 7-8M | >9M |
|------------------------------------|-----|------|------|------|------|-----|
| Points awarded                     | 0   | 4    | 8    | 12   | 16   | 20  |

- d. Size and complexity of personnel and operating resources of qualified projects: maximum points = 10

| Size and complexity of qualified projects | Low | Mid | High |
|---|-----|-----|------|
| Points awarded                            | 0   | 5   | 10   |

- 3) Project proposal completeness and quality in accordance with Section 2.02 scope of Work: proposals not in accordance with Section 2.02 Scope of Work will be disqualified: maximum points = 10.

| Project proposal quality | Low | Mid | High |
|--------------------------|-----|-----|------|
| Points awarded           | 0   | 5   | 10   |

## **SECTION FIVE**

### **SPECIAL PROVISIONS**

#### **5.01 SCOPE**

All services pursuant to this proposed project shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the Department of Land and Natural Resources Division of Forestry and Wildlife at 1151 Punchbowl Street Room 325 Honolulu, HI 96813

#### **5.02 RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with all requirements pursuant to §103D-310(c), HRS. All offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including chapters 237, 383, 386, 392, and 393. Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306; provided that the attorney general may waive the requirements of this subsection for contracts for legal services if the attorney general certifies in writing that comparable legal services are not available in this State.

#### **5.03 OFFEROR QUALIFICATIONS**

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.02, Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

#### **5.04 TERM OF CONTRACT**

Successful Offeror shall be required to enter into a formal written contract to establish terms for work on this project.

The initial term of the contract shall be for a five-year period starting on the official commencement date of the first Notice to Proceed. The contract may be extended for up to five years or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon 90 days prior written notice.

#### **5.05 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Scott Fretz, Wildlife Program Manager , (808) 587-4187, or authorized representative, is designated the Contract Administrator.

## **5.06 OVERVIEW OF THE RFP PROCESS**

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

#### **5.07 CONFIDENTIAL INFORMATION**

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

**An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.**

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

#### **5.08 REQUIRED REVIEW**

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Department of Land and Natural Resources Division of Forestry and Wildlife prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

## **5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS**

All questions must be submitted in writing and directed to the Division of Forestry and Wildlife attention, Scott Fretz Wildlife Program Manager 808-587-4187. The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

## **5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

## **5.11 OFFER ACCEPTANCE PERIOD**

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

## **5.12 PROPOSAL AS PART OF THE CONTRACT**

This RFP and all or part of the successful proposal may be incorporated into the contract.

## **5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Department of Land and Natural Resources Division of Forestry and Wildlife and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

## **5.14 PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.



Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources Division of Forestry and Wildlife 1151 Punchbowl Street Room 325 Honolulu, HI 96813

#### **5.15 GOVERNING LAW: COST OF LITIGATION**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

#### **5.16 SUBMISSION OF PROPOSAL**

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

#### **5.18 PROPOSAL PREPARATION**

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238.

Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

- e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and two copies of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- e. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- f. All proposals become the property of the State of Hawaii.
- g. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

## **5.19 SUBMISSION OF PROPOSAL**

Offers shall be received at the Department of Land and Natural Resources Division of Forestry and Wildlife 1151 Punchbowl Street Room 325 Honolulu, HI 96813, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Division of Forestry and Wildlife time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Department of Land and Natural Resources Division of Forestry and Wildlife, but to a central mailroom. This may cause a delay in receipt by the DLNR/ DOFAW and the offer may reach the DLNR/DOFAW after the deadline, resulting in automatic rejection.

## **5.20 PRICING**

Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, which may be added as a separate line item and shall not exceed the current rate,** and any other costs incurred to provide the specified services.

**The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.**

## **5.21 ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

## **5.22 PROPOSAL OPENING**

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

## **5.23 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary.

DOFAW reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth or referenced in this RFP and which demonstrate an understanding of the issues involved and scope of services requested. Any proposals not meeting the guidelines and information requirements outlined or offering terms and conditions contrary to those included in this RFP may be rejected without further consideration. Additional grounds for disqualification include:

- Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts
- Delivery of the proposal after the time specified (4:00 pm HST, June 15, 2010)
- Proposal does not comply with the applicable laws, or contains provisions contrary to the applicable law
- Proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous to its meaning
- Handwritten proposals

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

#### **5.24 DISCUSSION WITH PRIORITY LISTED OFFERORS**

Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

#### **5.25 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

#### **5.26 ADDITIONAL TERMS AND CONDITIONS**

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

#### **5.27 CONTRACT EXECUTION**

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to receipt of a Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time with or without cause upon six (6) weeks prior written notice.

#### **5.28 PAYMENT**

Billing for services shall be submitted on a monthly basis. Billing must provide a cost break down of the expenses in accordance with the personnel and operating budget specified for each project. Detailed records must be kept and made available upon request in order to ensure compliance with federal and state audit requirements.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **5.29 AWARD**

**Method of Award.** The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

**Responsibility of Awardee.** Reference HRS Chapter 103D-310(c). Compliance documents are required and must be submitted to the Department of Land and Natural Resources, Division of Forestry and Wildlife prior to award.

**Tax clearance requirement for award.** Pursuant to HRS §103D-328, (a) Unless the director of taxation determines that waiver of the Internal Revenue Service tax clearance requirement is necessary to expedite or facilitate the procurement process and is in the best interest of the State, and waives the Internal Revenue Service tax clearance requirement, no contract shall be binding or effective until the contractor secures and the purchasing agency receives a tax clearance from the director of taxation and the Internal Revenue Service to the effect that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued, under title 14 that are administered by the department of taxation and under the Internal Revenue Code, against the contractor have been paid. (b) During the term of a contract, if a lien is imposed against the contractor for a tax debt under section 231-33 or the contractor fails to timely file all tax returns and pay all taxes, interest, and penalties due to the Internal Revenue Service, the comptroller or respective county director of finance, upon request of the director of taxation, shall set off the amount of the tax debt against any payment due to the contractor until the tax debt is paid in full. (c) All state and county procurement officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. Notwithstanding sections 40-57 and 40-58, if a contractor fails to provide the requisite tax clearances within six months of the completion of the contract, the state or county procurement officer or agent shall first notify the department of taxation which in turn will notify the Internal Revenue Service, of amounts payable to the contractor on completed contracts. The department of taxation and the Internal Revenue Service, within thirty days, shall request the procurement officer or agent to set off the amount of taxes due against any payment due to the contractor until the tax debt is paid in full to the State or the Internal Revenue Service, or both. No final bill or invoice from the contractor shall be required as a condition to the setoff. Any remaining contract balance

shall revert to the appropriation under which it was encumbered. (d) This section shall not apply to any contract of less than \$25,000 or any contract entered into pursuant to section 103D-305 or 103D-307. (e) This section shall not apply to a contractor who the director of taxation certifies is: (1) Contesting the validity of a tax debt, or that any tax, penalty, or interest is due and owing the Internal Revenue Service in an administrative or judicial appeal; or (2) In good standing, having entered into a plan or plans in which the tax debt, or any tax, penalty, or interest due and owing the Internal Revenue Service is being paid to the department of taxation or the Internal Revenue Service. [L 1997, c 352, §1].

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the Department of Land and Natural Resources Division of Forestry and Wildlife. However, the tax clearance certificate shall be submitted to the Department of Land and Natural Resources Division of Forestry and Wildlife.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** All offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including chapters 237, 383, 386, 392, and 393. Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306; provided that the attorney general may waive the requirements of this subsection for contracts for legal services if the attorney general certifies in writing that comparable legal services are not available in this State.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these paper certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the Department of Land and Natural Resources Division of Forestry and Wildlife as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **5.30 SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

#### **5.31 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

#### **5.32 NON-DISCRIMINATION**

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

#### **5.33 CONFLICTS OF INTEREST**

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

#### **5.34 WAIVER**

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

#### **5.35 SEVERABILITY**

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

#### **5.36 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein.

It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

| <u>Coverage</u>  | <u>Limits</u>   |
|--|---|
| <b>Commercial General Liability<br/>(occurrence form)</b>  | <b>\$1,000,000 combined single<br/>limit per occurrence for bodily<br/>injury and property damage</b> |
| <b>Basic Motor Vehicle Insurance<br/>and Liability Policies<br/>PD: \$1,000,000 per accident</b> | <b>BI: \$1,000,000 per person<br/>\$1,000,000 per accident</b>  |

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, HI 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

### **5.37 ADDITIONS, AMENDMENTS AND CLARIFICATIONS**



**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

**Correctional Industries.** Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in Department of Land and Natural Resources Division of Forestry and Wildlife requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and

conditions of any Department of Land and Natural Resources Division of Forestry and Wildlife contract.

**Competency of Offeror.** Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

**Preparation of Offer.** An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

**Preference for Hawaii Products.** A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences.

**Printing Preference:** All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

## **SECTION SIX**

### **ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

OFFER FORM  
OF-1

IMPLEMENTATION OF THE HAWAII STATE WILDLIFE  
ACTION PLAN

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF FORESTRY AND  
WILDLIFE  
RFP-01-2012-HSWAP

Procurement Officer  
Department of Land and Natural Resources Division of Forestry and Wildlife  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ \*Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_  
\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

\*\* \_\_\_\_\_  
Exact Legal Name of Company (Offeror)

**\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:**

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**OFFER FORM  
OF-2**

Fixed price for contract services ordered to accomplish the development and delivery of the services.

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**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.**

Offeror \_\_\_\_\_  
Name of Company

**Reference:** \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, \_\_\_\_\_  
(Company Name)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_